

AG Contract No. KR99 0054TRN
ADOT ECS File: JPA 99-08
Project: G1050 80C
Section: Buckeye Road @ 96th Ave. ESP Improvements

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TOLLESON

THIS AGREEMENT is entered into 3 March, 1999,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State")
and the CITY OF TOLLESON, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 41-1513 and 28-7281 et seq to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The City has requested Economic Strength Project (ESP) funds in the amount of \$77,000.00; the Arizona Department of Commerce and the Economic Development Commission have recommended the approval of such funds for the City, and the Transportation Board has approved the funding, for the construction of improvements to Buckeye Road near 96th Avenue, to provide improved access, and aid in the retention and development of local business, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 23017

Filed with the Secretary of State

Date Filed: 03/03/99

Betty Gayless

Secretary of State

By Vicky D. Grunewald

II. SCOPE

1. The City will:

a. Insure the additional commitment of 80.61% of the total estimated Project cost, or \$320,045.00, whichever is more, from the City or other sources (not including ESP funds) to the Project. Accomplish construction of the Project by public bidding, in strict compliance with State procurement laws, rules and regulations. Upon completion, approve and accept the Project on behalf of the City and provide maintenance.

b. No more often than monthly, invoice the State for ESP funds (Arizona Department of Commerce, ATTN: Strategic Finance Division, ESP Program Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85012), in an amount not to exceed \$77,000.00.

c. Provide the State a copy of the executed Project contract(s), and draw down and expend the State ESP funds no later than six (6) months after the effective date of this agreement. Provide the State detailed written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable and appropriate documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended.

d. Reimburse the State any funds received from the State under this agreement which are not specifically and directly expended in compliance with the ESP grant application, which is attached hereto and made a part hereof, and are subsequently disallowed by the State.

e. Provide the State (Arizona Department of Commerce, ATTN: Strategic Finance Division, ESP Program Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85012) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report detailing the direct and indirect impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

Within thirty (30) days after receipt and approval of the ESP contract(s) and subsequent monthly progress payment invoices, reimburse the City for work completed on the Project funds in an amount not to exceed \$77,000.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the City by reason of state law under which funds for the Project are authorized to be expended.

2. The City agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. The total amount of ESP funds expended under this agreement shall not exceed 19.39% of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State

4. This agreement shall remain in force and effect until completion of said Project, reimbursement and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party. Further, this agreement may be terminated and the ESP grant cancelled by the State if the City, in the opinion of and by action of the Transportation Board, fails to pursue due diligence on the Project or in the performance of any of the terms of this agreement.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of State employees

7. The provisions of Arizona Revised Statutes Section 35-214 pertaining to 5 year records retention by the City and audit by the State are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Tolleson
City Manager
9555 W. Van Buren
Tolleson, AZ 85353


10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TOLLESON

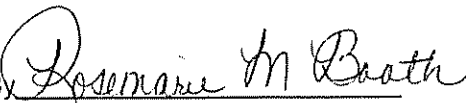
STATE OF ARIZONA

Department of Transportation

By 
ADOLFO F. GAMEZ
Mayor

By 
DALE BUSKIRK, Director
Transportation Planning

ATTEST:

By 
ROSEMARIE M. BOOTH
City Clerk

RESOLUTION

BE IT RESOLVED on this 12th day of January 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Tolleson for the purpose of defining responsibilities for conveying ESP funds in the amount of \$77,000.00 to the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

CITY OF TOLLESON

RESOLUTION NO. 816

A RESOLUTION OF THE CITY OF TOLLESON, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION AND CITY OF TOLLESON, ARIZONA FOR ECONOMIC STRENGTH PROJECT FUNDS.

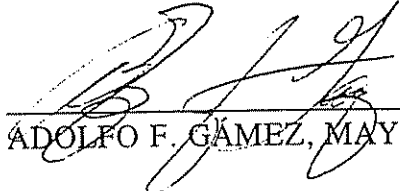
WHEREAS, the City of Tolleson desires to enter into an agreement with the Arizona Department of Transportation, Intermodal Transportation Division for Economic Strength Project Funds for improvements between 95th and 97th Avenues along Buckeye Road; and

WHEREAS, the Arizona Department of Transportation, Intermodal Transportation Division is authorized to enter into such agreement pursuant to A.R.S. 11-951 through 11-954; and

WHEREAS, the City of Tolleson is authorized to enter into such agreement pursuant to A.R.S. 11-952.

NOW, THEREFORE, BE IT RESOLVED, that the Execution of Said Documents and Agreement are hereby authorized in substantially the form on file with the Tolleson City Clerk and with the Arizona Department of Transportation.

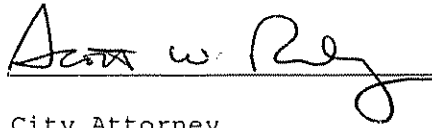
PASSED AND ADOPTED by the Council of the City of Tolleson this 9th day of February, 1999.


ADOLFO F. GAMEZ, MAYOR

APPROVAL OF THE TOLLESON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF TOLLESON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 9th day of February, 1999.



City Attorney

ECONOMIC STRENGTH PROJECTS
REQUEST FOR PROPOSAL
FY 1999 - ROUND 1
July 31, 1998

APPLICATION FORM

NOTE: Additional information may be provided in attachments. Be sure to clearly reference and mark such additions and attachments.

1. NAME, ADDRESS, AND COUNTY OF APPLICANT(S):

CITY OF TOLLESON
MARICOPA COUNTY
9555 WEST VAN BUREN
TOLLESON, ARIZONA 85353

2. TYPE OF ORGANIZATION OF APPLICANT: (Check one)

- a) xx Local Government only
b) _____ Private Non Profit / Local Government Joint Application:
Name of Non Profit Agency Involved

Name of Local Government Involved

CITY OF TOLLESON

3. Describe the function or purpose of applicant organization.

MUNICIPAL GOVERNMENT.

4. Name, address, and phone number of contact person(s):

RALPH VELEZ, CITY MANAGER (602) 936-7111

9555 WEST VAN BUREN

TOLLESON, ARIZONA 85353

5. Describe the private sector project or activity for which the related ESP funding is requested.

HOLSUM BAKERY, A PHOENIX BASED MANUFACTURING INDUSTRY,
HAS JUST RECENTLY OBTAINED A BUILDING PERMIT FOR THE PURPOSE
OF BUILDING THEIR THIRD FACILITY WITHIN THE PHOENIX METRO AREA.

6. Describe the Economic Strength Project for which funding is requested Describe how the ESP project supports/relates to the private sector project described in #5 above.

THE PROPOSED ESP FUNDS WILL BE UTILIZED TO WIDEN AND IMPROVE
MC 85 (BUCKEYE ROAD) AT APPROXIMATELY 96TH AVENUE. THE PROPOSED
IMPROVEMENTS CONSIST OF WIDENING, INSTALLING CURB AND CUTTER, AND
STRIPING FOR SAFETY, INGRESS AND EGRESS PURPOSES.

7. Describe how the private sector project fits into the community's overall economic development efforts
HOLSUM BAKERY IS ONE OF MANY INDUSTRIAL DEVELOPMENTS TO LOCATE IN TOLLESON DURING THE PAST EIGHTEEN MONTHS AS A RESULT OF AN AGGRESSIVE MARKETING PROGRAM. FEDERAL EXPRESS, MBCI (METAL BUILDING COMPONENTS INC.) LISANTI FOODS, CONTINENTAL PET TECHNOLOGIES, AND THE WAL MART DISTRIBUTION CENTER ARE THE MOST RECENT INDUSTRIAL USERS TO LOCATE IN THE AREA.
8. Describe how the supporting ESP project fits into the Community's overall economic development efforts
THE ESP PROJECT WILL NOT ONLY COMPLIMENT THE HOLSUM BAKERY DEVELOPMENT BUT FUTURE NEIGHBORING DEVELOPMENTS AS WELL. THE ESP PROJECT WILL ENSURE THAT BUCKEYE ROAD IS CONSTRUCTED TO STANDARDS, PARTICULARLY FOR SAFE TRAVEL.
9. How will ongoing maintenance and repair be provided for the ESP project after construction/improvement?
THE CITY OF TOLLESON WILL COMMIT THE MAINTENANCE OF THE ESP PROJECT VIA THE CITY'S BUDGETING PROCESS.
10. Description of ESP project. (Check one)
- a) ☒ This is an existing roadway.
b) ☐ This is a new roadway.
c) ☐ This is a bridge
d) ☐ This is an underpass
e) ☐ Other _____
11. Where is the private sector project located that is supported by this ESP project?
IMMEDIATELY NORTH OF THE RIGHT-OF-WAY HOLSUM WILL FRONT BUCKEYE ROAD.
12. Where is the ESP project located? (Note: Attach site map(s) to the application.)
- a. In the community: BETWEEN 95TH & 97TH AVENUES
b. In relation to the related private sector project:
THE ESP FRONTS THE DEVELOPMENT.
c. In what legislative district:
CONGRESSIONAL DISTRICT #3 & STATE LEGISLATIVE DISTRICT #22
13. What is the length (in feet/miles) of the ESP project? 1,500 LINEAR FEET
14. What is the width (in feet) of the ESP project? EXISTING 44 FEET TO BE IMPROVED TO 58 FEET.

In the jobs section below (Q15 - Q17), applicants must provide employment- and wage-related information for the private sector employers (existing or new) which the ESP fund is supporting. If these projects do not generate certain categories of jobs (job creation, job retention or seasonal jobs), those sections should be left blank.

15. JOB CREATION

a. Construction Phase

Does your project create any public or private construction jobs?

Yes -----X-----

No -----

If yes, complete the following; otherwise go to Q15 b.

(1) Number of construction jobs directly created by private sector	<u>75</u>
Number of days or months the construction jobs would last	<u>6 MONTHS</u>
Average hourly wages	<u>\$ 14 /HR</u>
(2) Number of construction jobs directly created by ESP project	<u>7</u>
Average number of days or months the construction jobs would last	<u>2 MONTHS</u>
Average hourly wages	<u>\$ 14 /HR</u>

Note: List and provide the above information for each employer included in or supported by your ESP application.

b. Operation Phase

(1) Number of full-time permanent direct jobs created (Year 1)	<u>42</u>
Average hourly wages	<u>\$ 12.00</u>
(2) Number of part-time permanent direct jobs created (Year 1)	<u>8</u>
Average number of hours per week	<u>30 HRS</u>
Average hourly wages	<u>\$ 10.00</u>

Note: List and provide the above information for each employer included in or supported by your ESP application.

16. JOB RETENTION

a. Number of permanent full-time direct jobs retained	<u>N/A</u>
Average hourly wages	<u>\$-----</u>
b. Number of permanent part-time direct jobs retained	<u>-----</u>
Average number of hours per week	<u>-----</u>
Average hourly wages	<u>\$-----</u>
c. How would the lack of the ESP project cause, or contribute to, the loss of these directly effected jobs?	<u>-----</u>

Note: List and provide the above information for each employer included in or supported by your ESP application.

17 SEASONAL JOBS

If seasonal jobs are a significant part of the operation of private businesses for which you have applied for ESP, complete the following. Otherwise, go to question 18.

- a. Number of seasonal jobs created NA
 Average number of days per year _____
 Average hourly wages \$ _____
- b. Number of seasonal jobs retained _____
 Average number of days per year _____
 Average hourly wages \$ _____
- c. Further Clarifications

(1) Are the seasonal jobs created or retained for one year, or would they be occurring on an on-going basis year after year? _____

Note: List and provide the above information for each employer included in or supported by your ESP application.

18. Capital Investment.

a) What kind of new, additional capital investment will be made by the private sector business or industry assisted by this ESP project? (Building, equipment, etc. at this site)

135,000 SQUARE FOOT BUILDING
 RAIL SIDING
 BAKERY MACHINERY AND EQUIPMENT

b) What is the purpose and dollar value of the new, additional capital investment that will be made by the private sector business or industry assisted by this ESP project?

\$ 12,622,955 for MACHINERY AND EQUIPMENT
 \$ 8,750,000 for BUILDING AND RAIL SIDING
 \$ 1,700,000 for LAND ACQUISITION
 \$ 23,072,955 Total

19. Cost/Benefit Calculation

What is the likelihood that benefit resulting from the project will exceed the costs of the project? Show detail of cost/benefit analysis used to determine the net benefits of this project. Note: Included in this analysis should be the projected annual taxes (real and property) to be generated by the planned retail stores and other businesses being assisted and the taxes (state and local) to be paid by the workers who will be employed by these businesses.

SEE ATTACHED.

20 What community(ies) will benefit from this project? How will each listed community benefit?
 TOLLESON WILL BENEFIT BY WAY OF EMPLOYMENT FOR RESIDENTS, INCREASED PROPERTY AND PERSONAL PROPERTY TAX REVENUES, BUT MORE IMPORTANTLY, HOLSUM'S COMMITMENT TO COMMUNITY INVOLEMENT, ESPECIALLY WITH THE LOCAL ELEMENTARY SCHOOL DISTRICT. OTHER CITIES, AVONDALE, GOODYEAR AND PHOENIX WILL ALSO BENEFIT BY WAY OF EMPLOYMENT OPPORTUNITIES.

19. COST/BENEFIT CALCULATION

What is the likelihood that benefits resulting from the project will exceed the costs of the project? Show detail of cost/benefit analysis used to determine the net benefits, if any, of this project

Employment

The Holsum Bakery will generate approximately \$2.3 million annually in payroll. Annual payroll is projected to increase in three to four years to approximately \$6,000,000.

Land and Personal Property Taxes:

Approximately \$167,000 in land and personal property taxes revenues for the City and the school districts will be generated by the construction and development of the proposed project.

Capital Improvements:

The cost to construct the Holsum Bakery facility at 96th Avenue and Buckeye Road is estimated at \$8,000,000. An additional \$750,000 will be spent for the required rail siding and \$397,045 for the ESP (Buckeye Road) project improvements. Equipment is estimated at \$12.6 million, with the land acquisition costs at \$1,700,000.

21. List the names of local economic development organizations, and a contact person for each, which are involved with this private sector project. **Attach documentation (letters of support, etc.) showing the involvement and level of support of each organization.**

N/A

22. What is the total cost of the entire project? \$ 23,470,000
23. What is the total cost of the ESP portion of the project? \$ 397,045
24. Complete and attach the Budget Detail Schedule (Attachment A)
25. Complete and attach the Sources and Uses Schedule (Attachment B)
26. Of the total ESP project cost listed in #23 above, how much financial assistance are you requesting from the Economic Strength Projects Fund? \$ 77,000
27. List the sources and amounts of matching funds (both private and public) that will be a part of the total direct ESP project cost.

a) Public Funds:

(1) Name of public entity contributing the match.

Amount

_____	\$ _____
_____	\$ _____
Total	\$ _____

(2) Cash match contributed to the project.

- Source (general fund, grants, HURF, etc.)

Amount

_____	\$ _____
_____	\$ _____
Total	\$ _____

(3) In-kind match contributed to the project.

- Type of match (force account labor, construction management, materials, etc.)

Amount

_____	\$ _____
_____	\$ _____
Total	\$ _____

b) Private Sector funds:

Name of private sector company(ies) contributing matching funds to the ESP project, (if any)

Amount

HOLSUM BAKERY	\$ <u>320,045</u>
_____	\$ _____
Total	\$ <u>320,045</u>

28 Local utility or other infrastructure expenditures:

- a) What indirect local public utility or other infrastructure expenditures will need to be made in connection with (1) the private sector project, and (2) the ESP project? For example, expansion of water or waste water treatment facilities due to demands of the new business which the ESP project is assisting; extension of utility lines, major drainage improvements, etc.)

IMPROVEMENT	COST
WATER LINE EXPANSION	\$115,000
	\$
SEWER CONNECTION	\$20,000
	\$
Total	\$135,000

29 How will the infrastructure expenditures listed in #28 above be funded?
FUNDED BY HOLSUM BAKERY

30. How soon after receiving approval of your ESP proposal could you begin construction on:

- (a) The private sector project?(e.g., days, months) IMMEDIATELY
(b) The ESP project?(e.g., days, months) WITHIN 30 DAYS OF APPROVAL

31(a) How long will the private sector project take to complete from start to finish? (e.g., days, months) 9 MONTHS

31(b) How long will the ESP project take to complete from start to finish? (e.g., days, months)
60 DAYS

32. List below the major milestone activities to be completed in the project and the time schedules for each. Note: Include the construction dates and purchase dates of the capital investments of the private sector.

ACTIVITY	START DATE	END DATE
DESIGN	6/98	8/98 (COMPLETED)
CONSTRUCTION BIDS	UPON FUNDING	60 DAYS THEREAFTER

33 Is there any opposition to either the private sector project or the ESP project? If so, from whom and what is the nature of the opposition?
NO

34 Is project located in disadvantaged area of state?
 rural area of state?
 X Enterprise Zone area of state?

35 Has this applying entity ever received any previous ESP grant funds.

NO X YES _____ DATE RECEIVED: _____

AMOUNT RECEIVED: \$ _____

(List if more than one.)

**Note: IMPORTANT!! If yes, UPDATE PERMANENT JOBS,
DIRECTLY CREATED AND/OR RETAINED, FOR EACH
GRANT LISTED.**

36 Certification:

I certify that this project is compatible with other transportation facilities and conforms to all applicable construction and engineering standards.

NAME: RALPH VELEZ DATE: 9/11/98

TITLE: CITY MANAGER, CITY OF TOLLESON

SIGNATURE: *Ralph Velez*

NAME OF CONTACT PERSON RALPH VELEZ

TELEPHONE NUMBER (602) 936-7111

ATTACHMENT A ECONOMIC STRENGTH PROJECTS - BUDGET DETAIL SCHEDULE

Note: No contingency costs are to be included in the total project costs.

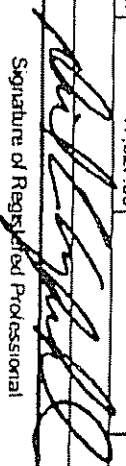
ACTIVITY	LABOR OR UNIT PRICE	MATERIALS OR NUMBER	TOTAL CONSTRUCTION COSTS	ARCHITECTURAL/ ENGINEERING COSTS	TOTAL ACTIVITY COSTS	PROJECT ANNUAL OPERATIONS & MAINTENANCE COSTS
Road Design	1 LS			13,000	13,000	
Ditch Lining Design (By SRP)	1 LS			7,000	7,000	
Engineering Layout	1 LS	9,000.00	9,000.00		9,000	
Sawcut Existing Payment	1,500 LF	3.00	4,500.00		4,500	
Demo Existing Asphalt	167 SY	5.25	875.00		875	
Temporary Utility Pole Bracing	14 EA	1,850.00	25,900.00		25,900	
Temporary Barriercodes	1 LS	6,750.00	6,750.00		6,750	
Imported Backfill	2,867	10.00	28,666.67		28,667	
12" Mag ABC Base	2,333 SY	5.00	11,666.67		11,667	
Concrete Flumes	4 EA	1,800.00	7,200.00		7,200	
Retention Pond Excavation	111 CY	2.75	305.56		306	
Percolation Trench	75 LF	25.80	1,935.00		1,935	
Pond bottom Gravel	3,000 SF	0.40	1,200.00		1,200	
Curb & Gutter	1,500 LF	9.50	14,250.00		14,250	
Asphalt (5 1/2" Base + 1 1/2" Wearing)	1,980 sy	11.00	21,780.00		21,780	
Striping	1 LS	3,800.00	3,800.00		3,800	
36" RCP	1,500 LF	80.00	120,000.00		120,000	
Mitered End Sections with Endwalls	2 EA	3,500.00	7,000.00		7,000	
Landscaping & Irrigation	1 LS	10,000.00	10,000.00		10,000	
Sidewalk	7,500 SF	1.75	13,125.00		13,125	
Property Frontage Street Lights	7 EA	7,000.00	49,000.00		49,000	
Testing	1 LS	5,000.00	5,000.00		5,000	
General Liability & Builders Risk Insurance	1 LS	3,222	3,222.00		3,222	
Construction Fee	1 LS	16,343	16,343.00		16,343	
Anzaona Transaction Privilege Taxes	1 LS	17,527	17,527.00		17,527	
TOTAL					397,045	

*Existing utility pole relocation not included

*City street light specification unknown

*Existing asphalt thickness unknown

Signature of Registered Professional



ATTACHMENT B

SOURCES AND USES STATEMENT

I. USES:

A. Private Sector Related

1.	Acquisition of Existing Building with land	\$ _____
2.	Site Acquisition (vacant land)	\$ 1,700,000
		\$ 8,000,000
3.	New building construction	\$ _____
4.	Remodeling	\$ 12,622,955
5.	Machinery and Equipment	\$ _____
6.	Site preparation	\$ _____
7.	Other <u>RAIL SIDING</u>	\$ 750,000
	Sub Total	\$ 23,072,955

B. Public Sector Related

1.	Total ESP project improvements (Grand Total of Total Activity Costs in Attachment A and Item 23 in the Application)	\$ 397,045
2.	Local public sector improvements (Infrastructure improvements directly related to the project and located on or contiguous to the project site. Do not include ESP related costs here)	
	_____	\$ _____
	_____	\$ _____
3.	Other _____	\$ _____

C. Total Uses - \$ 23,470,000 *

II. SOURCES:

A.	Private sector project investment ((Item 18 b) Total))	\$ 23,072,955
B.	Local public sector (direct project related)	\$ _____
C.	Economic Strength Projects Fund (State funds) (Item 26)	\$ _____
D.	ESP match	
	(2) From the public sector ((Items 27 a)(1)(2) &(3))	\$ 77,000
	(1) From the private sector ((Item 27 b))	\$ 320,045
E.	Other _____	\$ _____
F.	Total Sources	\$ 23,470,000 *

* Total Uses (I.C.) must equal Total Sources (II.F.)



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2997

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Direct: (602) 542-8837

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MAIN PHONE : 542-5025

TELECOPIER : 542-4085

JANET NAPOLITANO
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR99-0054TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE February 25, 1999.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/19332

Enc.